

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTY**

INVITATION TO BID

FOR LEASE

STATE-OWNED REAL PROPERTY

KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES

LEASE OF 73 ACRES OF (Boone tract) AGRICULTURE LAND

KENTUCKY RIVER WILDLIFE MANAGEMENT AREA

HENRY COUNTY, KENTUCKY

Invitation No: 04122018

Bid Opens: Thursday, April 12, 2018 at 3 p.m. ET

INSTRUCTIONS TO BIDDERS

- (1) Bid must be submitted on the "Form of Proposal" included within and made part of this Invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.
- (2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
- (3) Bidders are invited to attend public bid openings.
- (4) For further information contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, PH: (502) 564-9831, email: Wendell.harris@ky.gov or Daniel 'Scott' Ferrell, Area Manager, PH: (502) 535-6335 or email: Daniel.ferrell@ky.gov.

If you plan to attend the bid opening and have a disability that requires accommodations, please contact our office by April 11 so that reasonable arrangements can be made.

Invitation to Bid
Agricultural Land
Kentucky River Wildlife Management Area-Boone Tract
Henry County

General Terms and Conditions

At the request of the Department of Fish and Wildlife Resources, the Division of Real Properties issues this invitation to bid on the lease of agricultural land at the Kentucky River Wildlife Management Area Boone Tract located in Henry County, Kentucky.

Sealed bids, subject to the conditions contained herein, will be opened at the Division of Real Properties, Bush Building, 403 Wapping St, Third Floor, Frankfort, KY 40601, **Thursday, April 12, 2018 at 3 p. m ET**

Property to be leased: The land to be leased is owned or licensed to the Kentucky Department of Fish and Wildlife Resources and is utilized for the purpose of implementing, operating and managing a fish and wildlife program. The land to be bid consists of approximately 73 acres of row crop with previous row-cropping history. Each field can be identified by field number which corresponds to the listing in the bid form. The field numbers are assigned by the area supervisor. The Henry County FSA farm and tract number for the entire acreage is 1913 and 1629. The bid forms reflect a five (5) year crop rotation for each field. Bids should indicate the annual per acre cost rental that the bidder is willing to pay for the row crop acreage during the contract period. The lessee is not expected to pay rental on any field during the year that they are fallow or are in special food for cover plots with KY Dept of Fish and Wildlife Resources. The cash rental is in addition to leaving an assigned percentage of ten (10%) of the crop in the field for wildlife. This percentage of crop left in the field is listed in the bid forms, and is dependent upon the wildlife management plan of the WMA, (see bid forms for details). The share of crop left in the field shall become the property of the Kentucky Department of Fish and Wildlife Resource's and may not be altered until after March 15th and then only under the terms of a negotiated contract from the KY Department of Fish and Wildlife Resources, Supervising Biologist. The land is to be utilized for the production of agricultural row crops. Several fields and portions of fields on the property have been retired as part of habitat management programs. Tenants shall not disturb, mow, crop, spray, or otherwise alter these fields or borders without approval of the supervising biologist. See the WMA Land Use Conditions and Contract Annex for further details. *The Department of Fish and Wildlife will have the right to withdraw or add acreages to the annual leases at its discretion for the purposes of soil and water conservation and/or wildlife habitat management practices.*

Maps, History and Site Visit: Map showing the property to be leased is included in this document. Available map include an overview showing individual field numbers and their corresponding acreage. Bidders are urged and expected to inspect the property to be leased and to satisfy themselves as to all general and local conditions that may affect the cost of

compliance with the lease, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the lease. Bidders are encouraged to discuss the property to be bid with Scott Ferrell, the Game Management Foreman at Kleber WMA office, PH 502-535-6335, or Derek Beard, Regional Coordinator, PH 502-782-5204 during regular business hours.

Purpose of Leasing: The property will be leased for agricultural purposes primarily to insure a permanent and continued supply of food for wildlife, furnishing sport and recreation for present and future residents of this state. Leasing the property produces income that offsets operational expenses of the area and is part of an overall habitat and land management program for fish and wildlife use. Monies realized for the sale of crops may be utilized on the area for the purpose of improving and developing wildlife habitat, controlling erosion, monitoring area use, maintaining access and administering public use(s).

Bid Forms: Bid forms are available at the Kleber WMA area office by calling Scott Ferrell (502)-535-6335), or Derek Beard 502-782-5204. Bid forms list all fields by KDFWR Field Number. These numbers correspond to the field numbers shown on the maps. The bid form includes expected planting of agricultural crops for each field. KDFWR staff will direct the pattern to be left in the field prior to harvest. The Department reserves the right to apply cover crops at its expense, and in any row crop field following harvest.

Bids: Bidders are bidding on all of the row crop acreage. **Bidders should submit their bids on the enclosed Bid Form and these should be completely filled out, signed, and submitted in the enclosed bid envelope, with 1 (one) deposit check of \$100.00, (see example page).** Bidders should indicate the amount they will pay as rental per acre for total row crop acreage. Bidders should calculate the total bid they propose for each acre planted during the contract, using the worksheet bid form. All bidders will be notified by mail of the results. No bid will be accepted below the minimum per acre price as shown on the bid form. The Commonwealth of Kentucky reserves the unqualified right to reject all bids. For further information contact, Scott Ferrell, Kleber WMA, 5005 Cedar Creek Road, Owenton, KY 40359 PH 502-535-6335; or Derek Beard, Regional Coordinator 502-782-5204, or Wendell Harris, Property Analyst, Division of Real Properties, 403 Wapping St, 3rd FL, Frankfort, KY 40601, PH (502) 564-9831.

In the absence of any written bids for any part of the WMA property, the Department of Fish and Wildlife Resources, Regional Coordinator reserves the right to negotiate any contract necessary with a cooperator of its choosing to reach its desired habitat management objectives.

Bid Revisions/Adjustments: Rental rates in response to this invitation shall remain firm for the entire term of the resulting lease. If a bidder withdraws; the next highest bidder will be contacted to assume the remaining terms(s) of the lease. *However, the Department reserves the right to withdraw field(s) or parts of any field(s) from agricultural leases.*

Term of Lease: The successful bidder(s) will be required to enter into a lease contract with the Department of Fish and Wildlife Resources for a term of one year, to be renewed for four (4) successive one-year periods (for a total of five years). The lease will be for a crop year (March 15-November 1) unless special circumstances warrant otherwise.

Payment of Rental: The successful bidder will enter into a lease contract with the Department of Fish and Wildlife Resources. A payment of 10% as a spring deposit, and a security bond for the balance of the estimated 90% or 100% due on acceptance of the annual agreement is required. The lease agreement will provide for an adjusted final payment of the balance of the contract due November 1 of contract year. **Final payment will be calculated on a price bid per acre of crop planted format. *A security bond in the amount of the estimated total crop year payment will be provided by the tenant upon acceptance of annual crop contract**

or

100% payment upfront at the time of contract signing, based on acreage estimate.

A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF THE BALANCE IS NOT RECEIVED BY THE November 1ST DEADLINE.

Liability: The successful bidder agrees to indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, cost's including attorney's fees, and charges for which the Commonwealth may be subject, or for which the Commonwealth or the successful bidders, may be required to pay by reason of injury to any person or property loss arises directly from the negligence of the Commonwealth, or any of its officers, agents or employees, while acting within the scope of their employment. The successful bidder shall, at their own expense, assume defense of such claims and actions for damages or judgments arising directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents, or employee's while acting within the scope of their employment.

Termination for Default:

- a) If at any time during the period in which the lease agreement is in effect, the successful bidder, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, including but not limited to the obligation to pay rent, as provided in the resulting agreements, then the agreements shall be subject to termination by the Commonwealth, with no right of recourse remaining in the successful bidders. All rights and benefits herein conferred shall be deemed forfeited, and the successful bidder covenant that they shall quietly surrender possession of the demised premises to the Commonwealth, provided however, that before any termination shall occur under this section, the successful bidder shall be given written notice and be allowed thirty days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the lease agreement shall remain in full force and effect.

- b) The procedure for termination of the lease agreements under this section shall be as follows:
1. The Commonwealth shall deliver, by certified mail, to the successful bidders a "Notice of Termination:" which shall specify (a) the nature of termination; (b) the extent to which use under the lease agreements are to be terminated; and (c) the date upon which termination becomes effective.
 2. The successful bidders shall stop use; under the lease agreement on the date indicated and to the extent specified in said "Notice of Termination), unless the default on noncompliance is cured within the time period stated in the notice.
- c) In the event of termination for default, the successful bidder shall be responsible for repaying to the Commonwealth any and all monetary sums due the Commonwealth under the lease agreements, up to and including the effective date of termination.
- d) The rights and remedies for the Commonwealth provided in the agreements shall not be exclusive, and are in addition to any other rights and remedies provide by law or in equity.

Cancellation Clause: Either party may cancel the resulting lease for no cause by giving written notice to the other party, specifying the date of cancellation, with such notice to be given not less than thirty (30) days prior to the date of such cancellation. Time to be computed from date of mailing notice. Upon said cancellation, successful bidders shall quit the premises and leave it in as good order as received, ordinary wear and tear, and natural decay excepted. Any cancellation of this Agreement, however caused, shall be entirely without prejudice to the rights of the Commonwealth then accrued hereunder. The Department may cancel any or all of the cropping contract without reservation; so as to be able to install its desired wildlife habitat projects on the property.

NOTE: FOR FURTHER INFORMATION PLEASE CONTACT: Scott Ferrell, Game Management Foreman, 5005 Cedar Creek Road, Owenton, KY 40359, (502) 535-6355, or Derek Beard 502-782-5204 Monday-Friday, 8 am – 4 pm eastern time.

KENTUCKY RIVER WMA, BOONE TRACT, WILDLIFE MANAGEMENT AREA/
LAND USE CONDITIONS CONTRACT ANNEX

1. The Lessee shall assume responsibility for maintenance of all crops including furnishing all equipment, labor, and supplies, pay all expenses necessary and incidental to compliance with the provisions and conditions set forth herein unless otherwise specified in the contract.
2. The Lessee may not sublease any part of the lease unit to a second party.
3. The Lessee will leave an assigned amount of the crop standing in a pattern to be determined by the assigned Supervisor. The supervisor will be consulted prior to harvesting activities, to determine the desired pattern. All cropping and harvesting activities will be completed by November 1st.
4. Tillage Practices: The Lessee is required to utilize good agricultural practices in accordance with the requirements of crop planted so as to avoid undue erosion or damage to existing wildlife or wildlife habitat.

Tillage methods and residue coverage shall be consistent and conform to the N.R.C.S. Standards and Specifications. Conservation practices such as, but not limited to, no-till, conservation tillage, low-till are all encouraged.

Spring field preparation, (disking, plowing) shall not begin prior to March 15th without prior approval of the area supervisor/biologist. Minimum conventional tillage and no-till is encouraged.

No fall tillage (plowing or disking) shall take place except for the establishment of fall cover crops, permanent grass/hay sowing, and erosion control or fescue conversion. Tillage for fall cover crops for fall sown grains crops should be performed no later than October 25th without approval of the supervising Biologist.

Conventional plowing is not recommended in any of the above situations. Para-plow tillage is acceptable for the disturbance of hardpans and this may be used in the fall with the approval of the area supervisor. Chisel plowing is not acceptable for fall use. No soil disturbance should be performed after October 25th.

5. Pesticide: There are no applications of any restricted use pesticides as designated by the United States Environmental Protection Agency and the U.S. Fish and Wildlife Services.

There will be no use of insecticides upon Department owned or managed lands.

Pesticides are to be used only according to label directions.

Only the lowest recommended amount of the chemical that will efficiently and effectively control the weed shall be used.

Rotating herbicides will be recommended and used to avoid the development of resistant weeds.

Pesticides will not be used within 50 feet of any stream, river reservoir, wetland, or body of water or in accordance with the label direction. Additional special consideration will be given to highly sensitive and/or unique habitats which may be host to special flora and fauna.

Contractors and Division of Wildlife Staff will report pesticide use on a yearly basis using forms provided.

Any pesticide containers will be disposed of using any available state, county or local disposal program. In the absence of available programs the container must be handled and disposed of following all label directions for that specific container. Tenants will be responsible for their containers and Department personnel for theirs.

6. The Lessee will be responsible to maintain records of the acreage planted, and to report same to the appropriate Farm Service Agency office and the WMA Office.
7. The Lessee assumes all risk and/or damage by reason of flooding or other natural disaster. After the crop is planted, the final lease cost will be computed on a cost per acre planted format. In the event of weather related crop loss and settlement with crop insurance the final payment will be computed on a cost per acre harvested format and the damaged crop shall remain in the field for wildlife.
8. The Department may overseed winter wheat or other cover crops in the fall in selected fields. The Department will pay these costs.
9. The hunting, trapping, fishing, and other rights are retained by the Commonwealth which also retains the right of access to the property for the purpose of fish and wildlife management, public hunting and fishing opportunity. Reasonable care will be exercised to prevent damage to the property or crops of the Lessee.
10. Soil Testing/Fertilization/Lime: All properties owned and/or leased by the Department shall have periodic soil tests performed (by the Lessee) on all fields that are used for agricultural crops. Agricultural tenants will provide copies of said soil test to the Kleber WMA office. For consistency, the University of KY's Extension office in each county should be used for the soil test services. Test are recommended a minimum of every two years; all test results and field locations shall be kept on file at the appropriate local office location for each property

involved. Tenants will be required to perform 1 soil test as required by contract on fields they utilize and provide copies of the test and proof of fertilizer and or lime application.

For the application of Nitrogen, Phosphorous, and Potassium the following recommendations should be followed as a general rule of thumb by all area managers and their respective tenants.

If Phosphorous and Potassium levels, according to the soil test, are in the Medium to High range it is not necessary to make an application unless a crop response is expected.

Applications should be made if levels fall into Low to Medium categories. No less than the minimum recommendations should be applied in these instances. Maximum levels should never be exceeded and or generally not recommended due to their inefficacy.

Test results showing the need for trace elements should be treated on an as needed basis. Nitrogen applications should be made for the minimum expected yield. High-end recommended and arbitrary applications are not environmentally or economically sound and should not be made.

Nitrogen tests are recommended when feasible. A general recommendation of 1.5 units of nitrogen per bushel of expected yield for the respective field can be used. This would be based on the field's past average yield. Nitrogen fixing cover crops are encouraged and recommended to be used when ever possible. The use of anhydrous ammonia as a nitrogen source is not recommended because of cumulative damage to soil micro organisms and a general decline in soil tilth. Department staff will not utilize anhydrous ammonia and will recommend all tenants convert to other more environmentally friendly forms of Nitrogen such as Urea, Diammonium Phosphate, etc.

11. The Lessee will provide written reports (forms to be provided) of the following.
 - a) Acreage planted and reported to the FSA office, as required for program participation.
 - b) Fertilizer and/or lime applied per acre by field number, to the WMA office.
 - c) Herbicide applied per acre by field number, to the WMA office.
 - d) Harvest removed by field numbers (in bushel per acre), to the WMA office.
 - e) Adjusted acreage planted by field number, to the WMA office and FSA offices so the final fall payment can be calculated.

12. Habitat and Management Zones:

The presence of, installation of, or planned installation of habitat management features of a WMA takes priority of use over land use and acreage may be withdrawn from subsequent crop years to accomplish this objective. Lessee operations will hold back from these features, (wetlands, field borders, tree

planting, etc). Riparian strips/buffer zones should be either protected or established between all crop lands, streams, wetlands, and waterways on Department Wildlife Management Areas.

All streams, (perennial, intermittent, storm event, etc.) shall be protected by a riparian zone for a minimum to 50 feet (preferably 100 feet) on each side of the stream bank. There shall be no canopy disturbance within the 50 feet of this zone.

Ponds, lakes, reservoirs, seasonal and permanent wetlands and other aquatic systems shall have at least 50 foot riparian zone (preferably 100 feet) all sides. This zone shall be of undisturbed soil but is subject to rotational mowing or burning. Disturbance of these zones will only occur when it is a necessary component of management, (for example waterfowl flight corridors).

Other field borders such as fence rows, roadsides, etc. shall have a vegetated strip of not less than 20 feet of undisturbed soil.

13. The Lessee will be responsible for damage to state properties and facilities as a result of cropping activity. Should the tenant or his employees damage state owned or installed fixtures; restitution will be made during that crop year. Damages may include but are not limited to damages/destruction of public hunting blinds, tree/shrub planting, boundary markers/fencing, buildings, gates, water control structures/facilities, dike, dams, levees, and vegetation. The local area supervisor is authorized to establish prices for damage to state properties and facilities. This price will not be negotiable or appealable.

Should other interest damage a Lessee's crop that party will be expected to make the lessee "whole" and the lessee will still be responsible for cost on a per acre planted format,. Should damage occur to the tenant crop as a result of department staff, actions, or agents appropriate adjustments will be made to the final crop payments on an acre damage estimated production format.

AUTHENTICATION OF BID AND AFFIDAVIT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or confirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner (if the bidder is a partnership), or an officer or employee of the bidding corporation, having authority to sign on its behalf (if bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties **Invitation Number: 04122018** have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials.
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into lease with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390, and,
5. That I have fully informed myself regarding the accuracy of the statement made above.

ANNUAL AFFIDAVIT FOR BIDDER, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):

II. Each contractor further swears and affirms under penalty of perjury, that:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernational candidate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

ANNUAL AFFIDAVIT FOR BIDDER, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 2 OF 2

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

KY River WMA-Boone Tract Agriculture Land Invitation to Bid Form

Crop Rotation Plan

KDFWR	FIELD #	ACREAGE	Crop	Crop	Crop	Crop	Crop
BOONE TRACT							
	1	8	Sunflowers	Sunflowers	2020	Soybeans	2020
	2	5	Soybeans	Yellow Corn	Yellow Corn	Soybeans	Soybeans
	3	10	Soybeans	Yellow Corn	Yellow Corn	Soybeans	Soybeans
	5	8	Soybeans	Yellow Corn	Yellow Corn	Sunflowers	Sunflowers
	6	19.5	Soybeans	Yellow Corn	Yellow Corn	Soybeans	Soybeans
	7	30.5	Soybeans	Yellow Corn	Yellow Corn	Soybeans	Soybeans
Total	Row Crop	73 acres					

**Fields #1 and #5 are rotating KDFWR planted dove fields

10% of Agriculture row crop will be left standing in each field after harvest

I PROPOSE TO PAY A CASH BID PRICE PER ACRE:

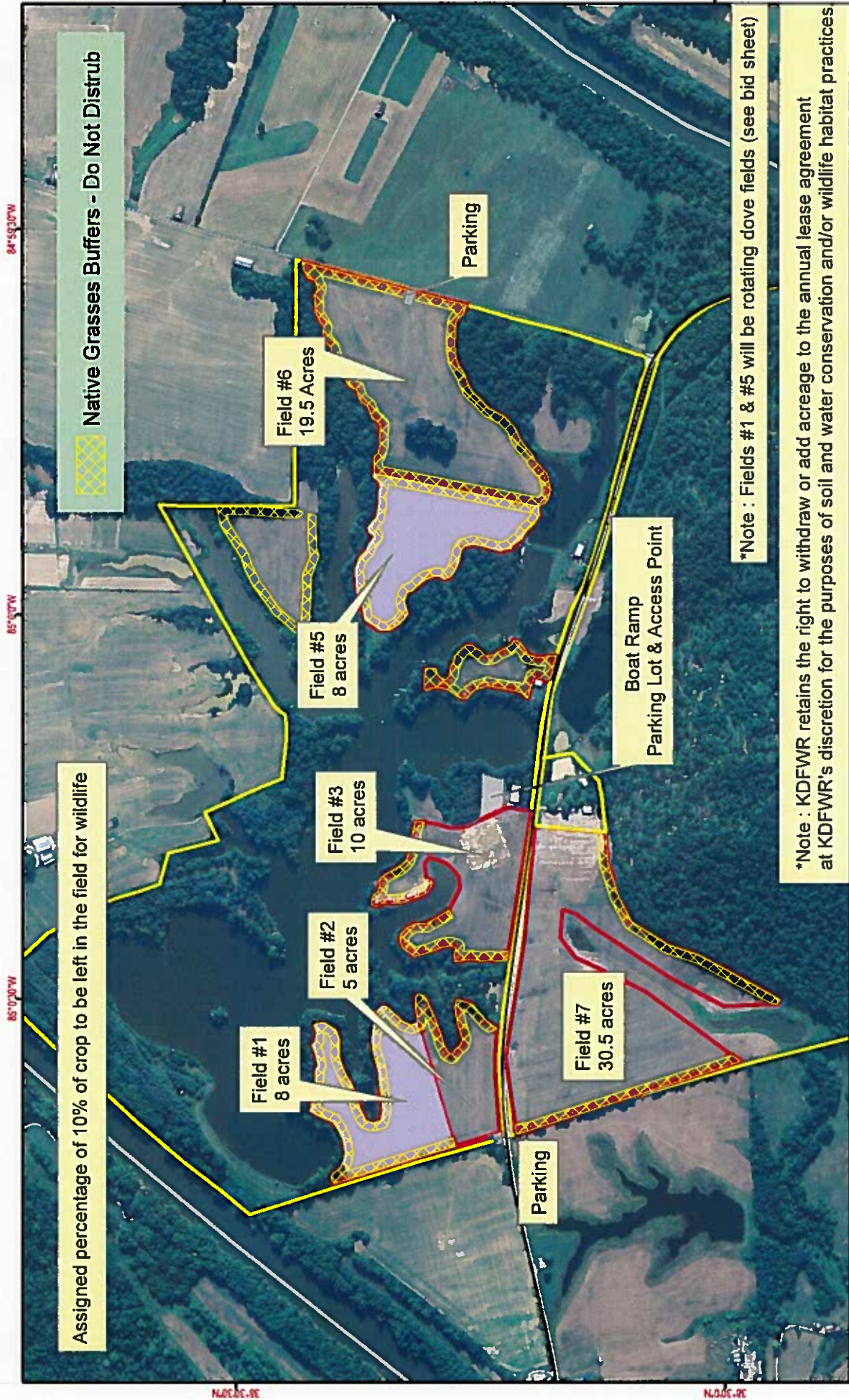
FOR ROW CROP ON BOONE TRACT \$ _____ (per acre) X 73 ACRES = \$ _____ (YEAR TOTAL)
MINIMUM BID \$100 PER ACRE

*By signing this form, I accept that I will be leaving a percentage of each crop type in the field for wildlife use and that the crop to be left will be designated by the managing KDFWR staff; prior to harvest. I also accept that KDFWR retains right to withdraw or add acreages to the annual lease agreement at its discretion.

SIGNATURE _____
 ADDRESS _____
 PHONE # (____) _____

NAME: _____
 CITY: _____ ST: _____ ZIPCODE _____
 CELL PHONE # (____) _____

KY River WMA - Agriculture Lease Map (2015) Boone Tract, Henry County, KY



Note to Map Users

Map prepared by Kentucky Department of Fish & Wildlife Resources (KDFWR). Although KDFWR strives for accuracy, data used to create this map are from a variety of sources and dates; as such, KDFWR makes no representations regarding the accuracy or fitness for use of the information furnished herein.